

abercrombie kids	23543
Hollister Co.	90406
Abercrombie & Fitch	21892

MESSAGE AND DATA RATES MAY APPLY. Please consult Your service agreement with Your wireless carrier to determine Your phone's pricing plan. This program may not be available on all wireless carriers. The carriers supported by this program are AT&T, Boost Mobile, Sprint, T-Mobile, U.S. Cellular, and Verizon, but A&F KIDS may add or remove any wireless carrier from this program without notice.

For help related to the text message program, reply **HELP** to any text message received from any brand, or text **HELP** to the short code above associated with the brand. You agree that when You initiate a text message to any of our brands' short codes, including **STOP** or **HELP** and others, You may receive in reply, related text messages that are in addition to the above-referenced marketing text program messages.

For customer service related to Your subscription to A&F KIDS texts, please call toll free to 866.712.1032.

You agree that A&F KIDS may change these Text Terms from time to time, through updating the online version of these Text Terms. Should there be a material change to these Text Terms, A&F KIDS will provide notice of such change via text messaging, and such text notices shall be in addition to the general marketing text messages under this program.

DISPUTE RESOLUTION

A. Arbitration.

Any Dispute between You and A&F KIDS shall be resolved through individual arbitration. In arbitration, there is no judge or jury and there is less discovery and less appellate review than in court.

B. Definitions.

This arbitration provision shall be interpreted broadly. "Dispute" means any claim or controversy between You and A&F KIDS, including but not limited to any: (1) claims for relief or theories of liability, whether based in contract, tort, statute or otherwise, or that relate to the existence of this Agreement; (2) claims that arose before this Agreement; (3) claims that may arise in the future, including claims that may arise after the cancellation or expiration of this Agreement; and (4) claims that are the subject of a putative class action in which no class has been certified. "Dispute" does not, however, include any issues arising from or relating to the the arbitrability of any Disputes under this provision or the scope, validity, or enforceability of this arbitration provision. "You" means the person who subscribed to receive text messages from or on behalf of A&F KIDS and any intended or unintended beneficiaries of this Agreement, including but not limited to any subscriber to the mobile number that received text messages. "A&F KIDS" means Abercrombie & Fitch Stores, Inc. and any of its predecessors, successors, assigns, parents, subsidiaries, affiliates, vendors and independent contractors, and each of their officers, directors, employees and agents.

C. Right to Sue in Small Claims Court.

Notwithstanding anything in this arbitration provision to the contrary, either You or A&F KIDS may bring an individual action in small claims court if the amount claimed is within the jurisdiction of that court.

D. Right to Reject Future Changes to this Arbitration Provision.

You may reject future changes to this arbitration provision by sending A&F KIDS written notice by certified mail postmarked no later than thirty (30) days after Your first receipt of notice of the change to Abercrombie & Fitch, 6301 Fitch Path, New Albany, OH 43054, Attention: Legal Department. Your decision will not adversely affect Your relationship with or service from A&F KIDS. If You previously notified A&F KIDS of Your decision, You need not do so again.

E. Procedures for Arbitration.

This arbitration provision is governed by the Federal Arbitration Act. Arbitrations shall be administered by the American Arbitration Association ("AAA") pursuant to its Consumer Arbitration Rules (collectively the "AAA Rules") as modified by the version of this arbitration provision that is in effect when notice of a Dispute is given. The AAA Rules can be obtained from the AAA by visiting its website (www.adr.org) or calling its toll-free number (1-800-778-7879). If there is a conflict between this arbitration provision and the rest of this Agreement, this arbitration provision will govern. If there is a conflict between this arbitration provision and the AAA Rules, this arbitration provision will govern. If the AAA will not administer an arbitration in accordance with this arbitration provision, You and A&F KIDS will agree on (or if necessary petition a court of appropriate jurisdiction to appoint) an arbitration organization that will do so. Unless You and A&F KIDS agree otherwise, any arbitration hearing will take place in the county where You reside. The arbitrator will issue a reasoned written decision that explains the essential findings and conclusions. The arbitrator's award may be entered in any court of appropriate jurisdiction.

F. Right to Arbitral Fees and Costs.

If You claim more than \$10,000, the payment of the AAA's fees and costs will be governed by the AAA Rules. If You do not claim more than \$10,000, the payment of the AAA's fees and costs will be A&F KIDS's responsibility. However, if the arbitrator finds that Your Dispute was frivolous or brought for an improper purpose, the payment of the AAA's fees and costs will be governed by the AAA Rules and You will reimburse A&F KIDS for all fees and costs that were Your obligation to pay under the AAA Rules.

G. Right to Attorneys' Fees and Costs.

You may hire an attorney to represent You. You are responsible for Your attorneys' fees and costs. You may recover them from A&F KIDS to the same extent as in court.

H. Waiver of Jury Trials.

DISPUTES IN ARBITRATION AND SMALL CLAIMS COURT ARE RESOLVED WITHOUT A JURY TRIAL. WHETHER IN ARBITRATION OR COURT, YOU AND A&F KIDS WAIVE THE RIGHT TO A JURY TRIAL.

I. Waiver of Class Actions.

WHETHER IN ARBITRATION OR COURT, YOU AND A&F KIDS WAIVE THE RIGHT TO PROSECUTE OR PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, OR OTHER REPRESENTATIVE ACTION. YOU AND A&F KIDS MAY SEEK RELIEF ONLY ON BEHALF OF THEMSELVES AND ONLY TO THE EXTENT NECESSARY TO REMEDY THEIR INDIVIDUAL CLAIMS. THIS CLASS ACTION WAIVER IS A MATERIAL AND ESSENTIAL PART OF AND CANNOT BE SEVERED FROM THIS ARBITRATION PROVISION.

J. Survival.

This arbitration provision shall survive the cancellation or expiration of the Agreement.